



**MAMMOTH LAKES FIRE PROTECTION DISTRICT
STATION 1, 3150 MAIN STREET
MAMMOTH LAKES, CA 93546**

**BOARD OF FIRE COMMISSIONERS
12:00PM, JANUARY 25, 2020
SPECIAL MEETING AGENDA**

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Fire District (760) 934-2300. Notification 48 hours prior to the meeting will enable the Fire District to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

NOTE: Materials related to an item on the agenda, submitted to the Fire District Board after distribution of the agenda packet are available for public inspection at the Fire District Office, 3150 Main Street, Mammoth Lakes, California during normal business hours.

NOTE: This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. It is strongly encouraged that you watch the Board meetings via the meeting link which can be found on the website at www.mlfd.ca.gov. Public comments also can be submitted to caroline@mlfd.ca.gov prior to the meeting.

- 1) CALL TO ORDER – ROLL CALL
- 2) CONSIDERATION TO APPROVE:
 - a) Letter of Intent for Attendance Incentive to Ensure Adequate Response Needs (pages 2 – 3)
 - b) MOU for the Commercial Battery Energy Storage System (BESS) Installation (pages 4 – 6)
- 3) BOARD MEMBER COMMENTS
- 4) LEGAL COUNSEL ADVICE
- 5) ADJOURNMENT

This agenda was posted in public view on the Town of Mammoth Lakes public bulletin board, and at Mammoth Lakes Fire Protection District, Fire Stations 1 and 2, 3150 Main Street and 1574 Old Mammoth Road, on January 22, 2021.



MAMMOTH LAKES FIRE PROTECTION DISTRICT

Post Office Box 5
3150 Main Street
Mammoth Lakes, CA 93546
www.mlfd.ca.gov

Letter of Intent between the Mammoth Lakes Fire Protection District and the Mammoth Lakes Firefighters Association which Provides Attendance Incentive to Ensure Adequate Response Needs

The Effective Date of this Letter of Intent is January 25th, 2020, following approval of the District Board of Commissioners.

Intent

The Mammoth Lakes Fire Protection District (District) and the Mammoth Lakes Firefighters Association (Association) have agreed that there is a mutual need to support the financial security of volunteer and part-time employees during the current COVID-19 infection wave, so that sufficient district staffing on incidents can be ensured. This Letter of Intent (LOI) addresses an additional incentive that will be available to volunteer and part time safety employees who continue to reside in district and respond in sufficient numbers on incidents during this time period.

Eligibility

Benefit for volunteers and part-time employees: To be eligible for this benefit, a member must have met the Department's minimum response and training requirements during a specific time period. The minimums are defined as attendance of at least 50% of all Thursday evening trainings and responding to at least 20% of all full Department (group paged) alarms. This is consistent with 401a and Fitness benefit eligibility requirements under the current Memorandum of Understanding. Thursday training credit also requires completion of all assigned materials in that training, primarily through <https://www.firerescue1academy.com/>. Assigned courses must be completed by the Sunday at 24:00 following the Thursday training to receive credit. The specific time periods are:

- Period 1: January 25th, 2021 through February 24th, 2021.
- Period 2: January 25th, 2021 through March 24th, 2021.
- Period 3: January 25th, 2021 through April 24th, 2021.

Eligible members will receive the following benefit:

Benefit

Eligible volunteers and part-time employees who meet the response and training requirements in the specific time period will be eligible for an incentive of \$1000 for that time period eligibility being based solely on response and training during that specific period.

The incentive shall be included on the paycheck immediately following each period. This will occur as follows:

- Period 1 Incentive to Be Received: March 3, 2021.
- Period 2 Incentive to Be Received: April 2, 2021.
- Period 3 Incentive to Be Received: April 30th, 2021.

Other Considerations

This incentive is intended to ensure adequate staffing through the current wave of the COVID-19 pandemic. It is intended as an occurrence for the time periods stated above. It does not set precedent for any additional incentives outside of the current pandemic situation.

X 

Natalie Morrow
Acting Chief, Mammoth Lakes Fire Protectio...

X 

Michael Payne
President, Mammoth Lakes Firefighters Asso...



**COMMERCIAL BATTERY ENERGY STORAGE SYSTEM (BESS) INSTALLATION
Memorandum of Understanding at SGIP Application**

SWELL	CLIENT
19634 Ventura Blvd Tarzana, CA 91356 Phone: 925.548.8826	Mammoth Lakes Fire Department 3150 Main Street Mammoth Lakes, CA 93546 (760) 924-9004

INSTALLATION ADDRESS (the "Premises")
Facility Location: 3150 Main Street, Mammoth Lakes, CA 93546 Account number: 3-028-6589-22 Meter number: 259000-070356

This agreement (the "**MOU**") is entered into by and between Mammoth Lakes Fire Department ("**Client**") and Swell Services, Inc. ("**Swell**") to memorialize the initial steps toward the installation of a battery energy storage system to be installed by Swell (the "**BESS**"). Swell is licensed in California (License No. 1021183) and any subcontractors that perform work of a material nature will also be licensed in California. This MOU provides an overview of our agreement and will be followed up with a detailed Contract that describes all commercial and technical aspects of the BESS (the "**Contract**"), that shall be signed by Client and Swell within 90 days of the date of this MOU.

MOU TERMS

1.1 Contract Price and Rebate Amount

The total price for Swell to complete the Project shall be \$145,000 and the calculated California Self Generation Incentive Program (SGIP) rebate is \$145,000. This price shall cover all project costs including materials and labor for installation of the battery energy storage system, including system sizing based on Client provided information, managing all aspects of the Self Generation Incentive Program (SGIP) incentive mechanism, design and engineering, interconnection, sales tax, shipping and handling of all equipment and materials, site preparation, construction, and clean up. The total price and SGIP rebate amount may change upon further site investigation. If the price and/or the SGIP rebate amount change and the SGIP rebate does not cover 100% of the price, this MOU shall be voidable by either Client or Swell.

1.2 Description of BESS Installation Project

The Project shall be completed in accordance with the following Project description:

Project Size: 30kW/154kWh battery storage

Technology: 1 EnerPort units, each 30kW Real Power/154kWh Usable Energy

Operations and Warranty: Operated and Warranted by Swell Energy for 10 years

Project Location, Account(s), and Meter(s): Facility Location: 3150 Main St

Service Account number: 3-028-6589-22 Meter number: 259000-070356

- Note: final system size and hardware specifications may vary due to SGIP size approval and system availability.

Description of back-up capabilities:

Swell will design and install a state-of-the-art BESS to provide back-up power capabilities upon loss of normal power from Client's utility provider during weather events, planned Public Safety Power Shutoffs and other grid reliability issues.

The duration (i.e., number of hours) of back-up power will depend on final system design, average load and daily energy consumption. As part of the project design, Swell will ensure that the facility's circuits that are backed up during an outage are isolated from the grid through the use of an Automatic Transfer Switch. This is to ensure that during an outage, your facility's system will still operate and power the circuits/appliances being backed up while not posing a safety risk to the utility. The duration of power during the power outage will vary depending on consumption and Swell recommends energy conservation during outage events

1.3 Additional Terms

Client authorizes Swell to act as its Incentive Provider to facilitate qualifying the BESS for the Self Generation Incentive Program ("SGIP") rebate provided by California. Swell shall submit a Refundable Deposit with the SGIP rebate application for this project in the amount of 5% of the calculated SGIP rebate or \$7,250. Client shall work in good faith to permit Swell to prepare and submit required rebate forms, execute the contract, and complete the Project by required SGIP rebate deadlines. Swell agrees to secure financing to pay for the capital expense of the BESS, at no cost to Client and that Client shall assign complete and submit all forms required to assign the SGIP rebate to Swell.

Client or Swell may cancel this MOU at any time within 90 days, except that Client may not cancel for the purposes of proceeding with the installation of a BESS at the Project Location with another contractor or vendor.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

CLIENT:

SWELL:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date